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## Optional Extended Warranty Benefits



### Consumer Benefits

#### Peace of Mind

- No unexpected out-of-pocket expenses\*
- Repair/Replace option allows consumer to apply repair cost toward purchase price of new equipment
- Hedge against inflation (parts, labor and refrigerant)

#### Assurance of Commitment

- Trane dealer assigned to their agreement has up-to-date knowledge of equipment and service techniques
- Optional Extended Warranty is transferrable to subsequent homeowners should the original owner sell their home
- Cost effective as compared to other Extended Warranties (i.e., appliances, consumer electronics, automobiles)

### Dealer Benefits

- Labor Coverage after 90th Day (lower labor reserves)
- Optional Extended Warranty contracts assign selling dealer as servicer of record which could “lock in” customer for the life of the warranty
- Provides “In Warranty” parts markup (revenue opportunity)
- Additional profit opportunity by selling the Optional Extended Warranty (gross profit becomes close to net profit)
- Repair/Replace option allows consumer to apply repair costs toward purchase price of new equipment
- Dealer provides more comprehensive coverage which improves customer satisfaction with dealer and Trane
- Encourages the sale of Maintenance Agreements
- Commercial Product up to 25 tons can be covered up to 10 years for parts and labor
- New construction dealer can include Optional Extended Warranties, capturing customers they normally don’t see (if agreement is put in the builder’s name, the agreement can be transferred to the new homeowner at no charge)

\*Covers labor, refrigerant, diagnostics, and parts, subject to product coverage and terms and conditions.

## Optional Extended Warranty Benefits

### Example:

#### Assumptions:

- Unit is 4 years old and an Evaporator Coil must be replaced
- Evaporator Coil is an in-warranty part that would normally cost \$500 if purchased
- Dealer has \$70/hr. labor rate (time and material, not flat rate)
- 7 lbs. of R410A needed for repair (dealer cost is \$11/lb.)

Consumer has 10-Yr. P&L, Lbr. Opt. 3			Consumer has No	
EW Pays Dealer			Optional Extended Warranty	Difference
			Consumer Pays Dealer	
Labor	Travel (2 hrs.)	\$ 140.00	\$ 140.00	\$ -
	Diagnostic (.5 hrs.)	\$ 35.00	\$ 35.00	\$ -
	Repair (4.5 hrs.)	\$ 315.00	\$ 315.00	\$ -
	Total	\$ 490.00	\$ 490.00	\$ -
Parts	Coil (.5 x normal cost)	\$ 250.00	\$ - (in-warranty part)	\$ 250.00
	R410A (2 x #lbs. x dealer cost)	\$ 154.00	\$ 154.00	\$ -
Total		\$ 894.00	\$ 644.00	\$ 250.00
	<b>Profit on Parts</b>	<b>\$ 327.00</b>	<b>\$ 77.00</b>	<b>\$ 250.00</b>

- In the above example, even with a 10-year Limited Warranty on parts, the consumer still paid \$644 for a coil replacement, and you made only \$77 in profit on parts. With the Optional Extended Warranty, the consumer pays nothing for the repair and you made an additional \$250 in profit on parts



### Selling Story:

- The Optional Extended Warranty should be offered at time of sale (can be included with financing)
- Use the Optional Extended Warranty Sales Brochure, Pub. No. 26-1016 and the consumer benefits on the reverse side
- Point out that Limited Warranty does not cover refrigerant or labor
- If the Optional Extended Warranty is "included" in the total proposal, it is much easier to sell
- If you are in a "regulated" state, you must provide the actual purchase price (not to be less than your actual cost) on the Optional Extended Warranty Application. This amount will appear on the consumer's agreement (see your Extended Warranty Handbook for more information on selling Optional Extended Warranties in "regulated" states)

## General Information

The Trane Optional Extended Warranty Program began in June of 1992 and continues to lead the industry in both Equipment Owner and Dealer satisfaction. Our goal is to provide the best value in Optional Extended Warranty coverage with innovations in labor options, prompt Dealer payments and payment guidelines that are on par with Dealers' normal service charges. For a review of Optional Extended Warranty Programs that pre-date the current program, please see Appendix xv.

### Trane Optional Extended Warranty Publications

1. Optional Extended Warranty Handbook: Pub #26-1019. This booklet explains Trane Optional Extended Warranty program after January 1, 1996.
2. Extended Warranty Guidelines: Pub #22-8650. This guideline was used to explain Trane Optional Extended Warranty Program. The Servicer Guidelines included with this publication are for Trane Extended Warranties sold on or after June 11, 1992. This publication became obsolete on January 1, 1996, superseded by Pub #26-1019.
3. Sales Brochure: Pub #26-1016 (an Equipment Owner friendly, color brochure that explains the value of an Optional Extended Warranty).
4. Sales Brochure, Mailer: Pub #26-1025 (a tri-fold, Equipment Owner friendly, color brochure that can be mailed to potential customers).
5. Application Pad (Application pads come with approximately 50 applications):
  - Pub # 26-1021 for all non-regulated states
  - Pub # 26-1027 (regulated states AL, CA, HI, IL, KY, MD, NH, NM, NY, NV, NC, OK, SC, TX, VT, WA, WI, and WY)
  - Pub #26-1028 (Florida Only)
6. Trane Optional Extended Warranty Invoice: Pub #26-1020 (this form may be used when filing a claim).

### Why Should an Equipment Owner Buy a Trane Optional Extended Warranty?

1. **Limited Standard Warranty:** Trane has always offered one of the strongest Manufacturer's Limited Warranties in the air conditioning and heating industry. But, like all good things, ***it too will come to an end.*** Also, the Limited Manufacturer's Warranty covers only functional parts. It does not cover labor, diagnostic or repair charges, or refrigerant. Purchasing an Optional Extended Warranty to cover those items not covered by the Manufacturer's Limited Warranty is the only way to truly protect the Equipment Owner from out of pocket repair costs for the term of the warranty.
2. **Mechanical Components Can Fail:** Trane is recognized as a worldwide leader in the manufacturing of quality air conditioning and heating products and accessories. Millions of dollars have been invested in laboratory stress tests that allow Trane engineers to design units with minimum failures. However, ***any mechanical product is subject to failure.***
3. **Hedge against Inflation:** Today's service calls are

expensive. Each year parts and labor costs continue to rise. At today's prices, one service call to replace a minor part can easily cost \$100.00 or more. Imagine what these costs will be 5 – 10 years from now. With Trane Optional Extended Warranty, the Equipment Owner will know their costs for covered repairs, ***up to ten (10) years in advance.***

4. **Peace of Mind:** When an Equipment Owner purchases a Trane Optional Extended Warranty they will not have to worry about the costs of equipment **failures.** Unplanned repair bills will be a thing of the past. For the term of their Agreement, ***Trane pays the bills based on the terms of the Agreement.***
5. **Assurance of Commitment:** When an Equipment Owner purchases an Optional Extended Warranty from a Trane Dealer they are entering into an agreement with American Standard Warranty Company, a subsidiary of American Standard, Inc. All service and repairs on their equipment will be performed by a neighborhood Trane Dealer, whose up-to-date knowledge of equipment and service techniques are provided by Trane's National Service Training Program.
6. **Property Becomes More Marketable:** The remainder of the Optional Extended Warranty "terms of coverage" can be transferred to a new Equipment Owner should the original Equipment Owner decide to sell his/her home. This simply means that the real estate agent has another tool to help sell the Property. (See more information on transferring Agreements to a new Equipment Owner on Page 18.)

### Why Should a Dealer Sell Trane Optional Extended Warranties?

1. **A Dealer owes it to his/her customer:** A Dealer's customers are his/her friends and neighbors. Therefore, he/she should not want them to spend unnecessary money to repair their equipment. A Dealer has the ability to offer his/her customer, his/her friend and neighbor, peace of mind.
2. **Trane Optional Extended Warranties are easy to sell:** Statistics show that six (6) out of ten (10) Equipment Owners will purchase an Optional Extended Warranty when it is offered at the time of equipment purchase. Make the offer! If you do not, you may be criticized for not making the offer if repairs are required at a later date. In fact, make sure your proposal has a "Warranty" section which states the amount of Manufacturer's Limited Warranty which comes with the equipment (check boxes on each major component are ideal for this), the amount of time the Dealer is warranting his/her Labor with the installation, and the Optional Extended Warranty choices. The Equipment Owner should initial that the warranties have been explained. There should be a place for them to initial that the Optional Extended Warranty has been offered and they have declined it, if applicable.
3. **Makes a Dealer more competitive:** A Trane Optional Extended Warranty should be offered with every quotation. It might be the difference in obtaining the job. You can bet that your competitor will be offering one.

4. **Increases a Dealer's customer base:** A Dealer could lock in a customer for the duration of the Agreement. With each sale of an Optional Extended Warranty, another name has been added to his/her customer base. It's a name that he/she can use to sell such items as preseason start-up checks, preventative maintenance/energy savings agreements, filters, etc.
5. **More profits for the Dealer:** Each time a Dealer sells a Trane Optional Extended Warranty, he/she will most likely make more bottom line profits than he/she did on the sale of the equipment. Compare the time necessary to install the equipment as compared to the sale of the Agreement.
6. **Reduce the Dealer's warranty reserve:** Each installing Dealer is responsible for his/her labor for one (1) year. In other words, if a compressor fails six (6) months after installation, a compressor is given to the Equipment Owner at no charge because the part is covered by the Manufacturer's Limited Warranty. However, the installing Dealer must replace the compressor at his/her own expense. Some Dealers set up a warranty reserve by reserving a fixed amount from each sale to cover such expenses, some do not. In either case, there is a cost to a Dealer to make repairs during this period. When a Trane Optional Extended Warranty is sold, this labor liability is reduced considerably depending on the Labor Option chosen by the Dealer and when the Agreement is sold (see Dealer Labor Options on page 7).
7. **No requirement for inventory of Agreements:** You simply fill out a Trane Optional Extended Warranty Application and send it to your distributor or enter it on Trane ComfortSite™ (where available).
8. **Guaranteed Payment:** You don't have to invoice your customer. You invoice American Standard Warranty Company and receive payment within 15-30 days in the great majority of the cases.

#### **Requirements of a Dealer before Selling Optional Extended Warranties**

1. A Dealer must be approved by Trane and be properly licensed as required by city, county or state. In the state of Florida the Dealer must have a Class #2-52 license and must be appointed to sell warranties offered by Service Saver, Inc.
2. A Dealer must register with the Extended Warranty Department and be assigned a "Dealer number". This number is an accounts payable number that Trane assigns to the Dealer. It is unique for that Dealer. The Extended Warranty Department uses this number to track Dealer's sales and claims, as well as pay Dealer invoices. A Dealer number can be requested at any time with distributor approval, or a number will be assigned when a Dealer's first application arrives in the Extended Warranty Department to be activated.
3. A Dealer must register his/her hourly labor rate as requested by the Extended Warranty Department.
4. A Dealer must provide the Extended Warranty Department with a Federal Tax I.D. as claims paid are 1099 reportable. Please be sure your Federal Tax I.D.

and the name of your business is consistent with your W-9.

5. A Dealer must abide by the terms, conditions, and guidelines listed on Trane Optional Extended Warranty Agreements as well as the Program as identified in this publication.
6. A Dealer must sign a Dealer Participation Agreement (DPA) and submit to the Extended Warranty Department. See Appendix v for a copy of this Agreement.
7. Dealers whose claims rate is excessive may be put on probation or prohibited from selling additional Extended Warranties until the claim rate is reduced within acceptable ranges. In extreme cases, a dealer may be removed as the servicer on extended warranty contracts previously sold. See page 21 for more information concerning claim rate calculations.

#### **Tips on Selling Trane Optional Extended Warranties**

Every Dealer has his/her own way of selling equipment and of course, Optional Extended Warranties. Trane Extended Warranty Department has talked to many Dealers about their selling techniques. The following is the best approach from Dealers who have the best track record.

1. Always include the Optional Extended Warranty in the total job. Do not break out individual prices for each item, except where it may be necessary in regulated states. The Equipment Owner of today understands the cost of labor. They place a high value on labor being locked in for five (5) or ten (10) years. Even with equipment that comes with a Manufacturer's Limited Warranty of 10 Years on all parts, labor (which is a large portion of a repair bill) and refrigerant (which can also be substantial in the case of R-410A) are not covered by the Manufacturer's Limited Warranty. In order to minimize any out of pocket repair costs, the Optional Extended Warranty is the best protection.
2. Always use the sales brochures available from Trane when making a presentation to a potential customer. Point out why you included an Optional Extended Warranty in the purchase price.
3. Always be honest with the Equipment Owner. Tell them what will be covered, and tell them what will not be covered. In other words, explain the value of what they are buying. When an Equipment Owner realizes that the warranty does not cover failures caused by inadequate routine maintenance, they will want to purchase a preventative maintenance agreement. Be sure they understand that the Optional Extended Warranty does not cover education or nuisance calls.

#### **Preventative Maintenance Agreements**

There are many good reasons why an Equipment Owner should purchase a Preventative Maintenance Agreement. The following are only a few:

1. Preventative maintenance keeps the Equipment Owner's equipment operating efficiently. Generally speaking, proper "Clean and Checks" will pay for the agreement by producing higher BTU/kilowatt. This energy saving will be reflected in the Equipment

Owner's utility bills.

2. Preventative maintenance reduces wear and tear on the equipment and will probably prevent an unplanned failure at a time when the Equipment Owner might need his/her comfort the most.
3. Preventative maintenance keeps the Equipment Owner's equipment operating safely. Rusted and corroded flue pipes and/or heat exchangers emit poisonous gas (CO) which is called the "silent killer". Faulty electrical wiring starts numerous fires each year and should be inspected on a regular basis.
4. The Optional Extended Warranty does not cover routine maintenance or repairs due to lack of routine maintenance.

## How to Purchase an Optional Extended Warranty

All Trane Optional Extended Warranties are sold using an application (see Appendix xvii - xxii for the appropriate application for your state). A Dealer should complete the application (see Appendix xvi) with the equipment owner, explaining the terms and conditions which are printed on the back of each application. A Dealer should also explain the duration and product coverage of the Agreement. This information is defined in the Optional Extended Warranty Model Number listing starting on page WA-1 in this publication or in the Product Catalog under each particular Optional Extended Warranty Model number. When the equipment owner understands the Agreement being purchased, he/she should sign the acknowledgment on the application in the space provided. This is important. It could save the Dealer many problems if a later repair is made that is not covered by the "Terms and Conditions" of the Agreement. Be sure that the equipment owner understands that education or nuisance calls are not covered. If nothing is wrong with their unit, the service call will be charged to the Equipment Owner, not the Optional Extended Warranty.

***At no time should a Dealer purchase a Trane Optional Extended Warranty without the Equipment Owner's knowledge.***

All applications should be filled out completely. Make certain that all blanks are filled in, preferably in black ink, and that the document is clear and legible. If the information is not readable and complete, it cannot be input to the Extended Warranty system, and will be rejected and sent back to the Dealer, which causes delays.

After the application is completed, it is sent to the Dealer's distributor or entered into Trane ComfortSite™ by the Dealer. Trane ComfortSite™ is not available in all locations but we strongly encourage that you use it where available. Once the application is approved by the distributor, it is sent to Trane Extended Warranty Department. Once received and accepted by the Extended Warranty Department, Extended Warranty personnel will input the data, activating the Agreement with an Agreement number. An Agreement (see Appendix xiv) will then be sent to the Equipment Owner. A copy of the Agreement will also be sent to the Dealer for his/her records.

Each Dealer should forward the application to his/her distributor as soon as possible. Failure to do so could

constitute a violation of state law(s) by the Dealer. Remember that the Agreement is not effective until accepted by American Standard Warranty Company. Claims for service performed before the Agreement was accepted will not be covered by the Optional Extended Warranty.

If you do not receive your confirming Agreement in 30 days or less, it indicates that American Standard Warranty Company never received the application or the application was returned due to an error, please contact us at 800-554-6413.

Reports can be requested from the Extended Warranty Department at any time. A typical report will show contract number, warranty model, Equipment Owner information, coverage begin and expire date and labor option selected. The report is normally sorted by Equipment Owner's last name. Customized reports can be generated on request. However, to protect your customer base, any report request must be made in writing on your company letterhead. The report will be mailed to your address or fax number of record. We can also e-mail the report if you have an e-mail address on file with us.

### Dealer Participation Agreement

The Dealer Participation Agreement (DPA) is a formal agreement between the program and dealership, and it clarifies the abilities and obligations of dealers who choose to participate in the program. Execution of the DPA by a dealer is required in order to participate in the program. Unlike other sales or dealer agreements that must be renewed on a regular basis, the DPA only needs to be executed once. New dealers will be provided with a copy of the DPA when they register with our department, where applicable, but a copy of the agreement is also included in the appendix of this handbook (see Appendix v).

### Selling Optional Extended Warranties in Regulated States

American Standard Warranty Company has chosen to use contractual liability insurance in the following states: CA, FL, HI, NH, NY, OK, VT and WY. In states which are regulated (AL, CA, FL, HI, IL, KY, MD, NV, NH, NM, NY, NC, OK, SC, TX, VT, WA, WI and WY), the Dealer must use the correct application (see Appendix). The Terms and Conditions on the back of the application will appear on the back of the Optional Extended Warranty Agreement.

Please note that the above reference regulated states are subject to change.

### Selling Optional Extended Warranties in the State of Florida

In 1977, the State of Florida enacted legislation regulating service warranty associations. This act has been amended many times so you may need to contact the State of Florida for the most recent regulations. The act basically applies to (1) insurers, (2) manufacturers who sell their own products, and (3) others marketing warranties, which the act refers to as service warranty associations.

When registered as a service warranty association an entity must comply with the provisions of Part III, Chapter 634, of the Florida Statutes. These provisions establish the following major topics:

1. License requirements
2. Financial requirements, including reserve requirements based on gross sales
3. License continuance requirements
4. Annual and quarterly reports requirements
5. Forms approval

When Trane first started selling Optional Extended Warranties in Florida in 1992, American Standard, Inc. maintained a service warranty association license under the name of A-S Energy, Inc. a wholly owned subsidiary of American Standard, Inc. for the purpose of marketing Optional Extended Warranties in the state of Florida. Beginning June 1, 2001, we converted our program to Service Saver, Incorporated a service warranty company owned by Virginia Surety to consolidate all of our regulated states under one umbrella. Extended Warranties are administered by the Trane Extended Warranty Department using the applicable Servicer guidelines.

In addition to the stipulations placed on a manufacturer, there are also requirements for “sellers” (Dealers or distributors) of Extended Warranties. No person may solicit, negotiate, or effectuate Extended Warranty contracts for remuneration unless such person is licensed and appointed as a sales representative. Therefore, to sell Optional Extended Warranties in the State of Florida, a “Seller” must do the following:

1. The “seller” must obtain a Class #2-52 license from the State. This license can either be in an individual’s name or a company’s name. We recommend that the license be in the company’s name. If an individual is licensed and that person leaves the company, the company will have to obtain another license. Current cost for this license is \$50.00 and \$5.00 for a copy of the license (required). This is typically done only once unless the “seller” is never appointed to any program. If the licensee is not appointed, the license expires.
2. Service Saver, Incorporated must appoint the “Seller” and notify the State that the appointment has been made. Current cost for this appointment is \$60.00. This must be renewed every two years. Please note that although the appointment fee is paid to Trane, Trane does not retain the appointment fee.

### **Cancellation Clauses in Florida and Other Regulated States**

The provisions of Part III, Chapter 634, of the Florida Statutes, provides for cancellations of warranties in Florida. If an Equipment Owner requests a cancellation of their Optional Extended Warranty, Trane must return at least 90% of the unearned Pro Rata purchase price less any claims paid against the Optional Extended Warranty. Other regulated states have similar refund policies, which may vary and must be included in the Terms and Conditions. These states also require that the purchase price (a reasonable amount and not to be less than the Dealer’s actual purchase price) be shown on the Optional Extended Warranty Agreement. Since Trane does not receive the entire amount an Equipment Owner pays for an Agreement (the Dealer and/or distributor usually makes some profit on the warranty), when we return 90% of the amount the

Equipment Owner paid, we often bill back a pro rata share of the Dealer profit to the distributor or Dealer.

This can become an issue because of a difference in what the Equipment Owner *actually* paid for the Optional Extended Warranty and what the Dealer listed on the application in the Warranty Sales Price. Because of this, we sometimes request that Equipment Owners provide a copy of an itemized invoice as proof of sales price. However, the Equipment Owner is not required by state law to produce either of these documents and we must base their refund on the amount the Dealer has written on the application if they are unable or refuse to provide proof of purchase. If the warranty is part of a sales promotion, the Dealer should not list any amount greater than the Dealer’s actual purchase price of the warranty. Before we provide a refund to any owner, we contact the Dealer to determine the actual amount the owner paid for the Agreement and to make sure the Dealer has no outstanding claims to file.

Do not include in the Warranty Sales Price on the application any routine maintenance or other items not directly covered by the Optional Extended Warranty.

### **Selling Optional Extended Warranties on another Company’s Products**

An air conditioning and heating service company can warrant its service (for example: preventative maintenance/energy savings contracts) but when that company begins to sell warranties on a manufacturer’s equipment, or components of that equipment, such activity may be in violation of various state laws.

### **Labor Options**

Labor Options are added protection for the Dealer and must be selected at time of sale. The Labor Option the dealer chooses determines how long a Dealer will have to guarantee his/her labor, and will also determine the set of Servicer Guidelines rates that can be used when making claims. The Options are as follows:

Labor Option #1: Trane Optional Extended Warranty is responsible for labor beginning the ninety-first (91st) day from the date of installation or the date activated, whichever is later. The Dealer is responsible for the labor through the first ninety (90) days after install or application receipt, whichever is later. If this Option is chosen, **Standard Servicer Guidelines** (see Appendix i) are used for service claims.

Labor Option #2: Trane Optional Extended Warranty is responsible for labor beginning one (1) year from the date of installation. The Dealer is responsible for the labor through the first (1st) year. If this Option is chosen, **Expanded Servicer Guidelines** (see Appendix iii) are used for service claims. This option is not available on parts only warranties. **It is also not available on equipment older than nine (9) months or any one (1) year warranties.**

Labor Option #3: Trane Optional Extended Warranty is responsible for labor beginning the ninety-first (91st) day from the date of installation or the date activated, whichever is later. The Dealer is responsible for labor through the first ninety (90) days after install or application receipt, whichever is later. If this Option is chosen, **Expanded Servicer Guidelines** (see Appendix iii) are used for service claims.

Coverage for Labor Option #3 will cost more than the other two Options. If it is chosen, the Optional Extended Warranty Agreement will automatically be assigned the letter "X" to the end of the model number. (Example: A TAYWAR0004 that contains Labor Option #3 will become a TAYWAR0004X). To determine the exact cost of an Optional Extended Warranty that contains Labor Option #3, refer to the price book and select the model number that contains the letter "X" at the end of the model number.

Labor Option #3 is available on all five (5), ten (10), fifteen (15) and twenty (20) year Optional Extended Warranties. It is not available on most one (1) year Optional Extended Warranties. See your price books to determine if the "X" model is available before selecting Labor Option #3 on any one (1) year Optional Extended Warranties.

***It is not necessary to indicate the "X" in the model number when completing an application. However, if an "X" is indicated in the 11th digit of the Optional Extended Warranty model number, Labor Option 3 will be chosen.***

***Labor Options may be chosen at the time an application is completed using the three (3) selection blocks provided on the application form. The Dealer should simply mark the Option chosen. When the application is activated, the Agreement will always be associated with the chosen Labor Option. If no Option is chosen, then Option #1 will automatically be selected by data input personnel when the Agreement is activated.***

### **Commercial / Residential Options**

Each time an Optional Extended Warranty is sold, the seller must determine if the equipment to be covered is for a commercial or residential application. The following is used to define the different applications:

Residential is defined as a facility where people sleep and consider that facility their residence. Example: A person's home, an apartment or condominium.

Commercial is defined as a facility where people conduct business. They do not consider the facility their residence. Example: An office complex, motel, church, school, etc.

In any case where the Extended Warranty Department would question the use of the equipment, please indicate clearly on the application or with a separate note how the equipment is being used. For example, if using a Doctor's professional title when completing the "Equipment Owner" information, we may want to know if this equipment is being installed in his/her office or residence. If you indicate on the "Equipment Location" portion the word "Residence" after his or her name, it will save a phone call or a return of the application. In other cases, where the name of the location would appear to be in an establishment with a corrosive atmosphere, such as a dry cleaner, beauty shop or printer, but the use of the facility does not involve corrosive chemicals, attach a separate note explaining the use of the facility so that the application is not automatically rejected.

### **Warranty Sale Date**

Many times in this publication, the term "warranty sale date", "the date the warranty is sold" and "activation date" will be used. These dates are looked at differently from the Equipment Owner and Dealer's standpoints. From the

Equipment Owner's view, the date the warranty is sold is the date they paid for the Optional Extended Warranty. This is the date that should be entered onto the application in the blank "Date Warranty Sold by Dealer". This tells the Extended Warranty Department when the Equipment Owner expects coverage to begin, after any predefined waiting periods.

The date the warranty is activated is when Trane actually becomes responsible for the warranty, after any predefined waiting periods. In cases where there is a large gap between the date the Equipment Owner purchases the Optional Extended Warranty and the application is received by the Trane Extended Warranty Department and is activated, the Dealer may end up being responsible for a claim. It is extremely important that Dealers process the applications through their distributor or enter them into Trane ComfortSite™ in a timely manner to protect themselves against possible monetary or legal liabilities. The activation date determines when the Dealer's labor responsibility ends based on the labor options chosen. It will also determine if the equipment needs an inspection or letter of good condition.

Warranties entered on Trane ComfortSite™ will retain the original Internet submission date as the activation date, no matter when the Optional Extended Warranty is actually processed. This is a very good reason to use Trane ComfortSite™ if it is available to you.

### **When Can You Sell an Optional Extended Warranty?**

#### **1. Equipment Less than nine months old when the warranty is sold and received by Trane Extended Warranty Department:**

- a. It is best that Optional Extended Warranties be sold at time of installation. The Equipment Owner can finance the cost of the Optional Extended Warranty along with the cost of equipment, which makes the Optional Extended Warranty sale much easier. Also, the sooner the Dealer sells the Optional Extended Warranty and gets the application submitted, the sooner the Optional Extended Warranty will cover his/her labor. Remember that the 91st day labor coverage is calculated based on the date the Extended Warranty Department receives the application, not when the Dealer sells it to the Equipment Owner.
- b. On equipment less than nine months old there is no inspection required and there is no waiting period, from the Equipment Owner's viewpoint, for coverage to begin.
- c. All warranties are available without penalty or inspection.
- d. For equipment less than nine months old, it is not the normal practice to sell any of the one year Agreements, with the exception of the First Year Labor Optional Extended Warranties. For any applications received which are for one year coverage and the equipment is less than one year old, we will assume that coverage is to commence at the end of the first year after installation. If you are purchasing a one year Agreement to cover any part of your first year labor obligation, you should purchase a First Year Labor Agreement, since parts are



already covered by the Manufacturer's Limited Warranty. Although the First Year Labor warranties were written for National Accounts and primarily intended for equipment installed in commercial applications, they may be used for any installation. The advantage to using First Year Labor Optional Extended Warranties over the normal one year Parts and Labor Agreement is that labor starts at install date and you are not paying for redundant parts coverage.

**Important Note: Expiration date or date coverage ends will always be equipment install or start-up date plus the duration of the Agreement, regardless of the sale or activation date on any Agreements with terms of greater than one (1) year.**

**2. Equipment over nine months old but less than five (5) years old when the warranty is sold or received by Trane Extended Warranty Department (initial sale, not a renewal):**

Sometimes Optional Extended Warranties are not offered at time of installation or the Equipment Owner turns down the offer at that time. Some Dealers go back at the end of the first year to offer the Optional Extended Warranty again, reminding the Equipment Owner that the first year labor warranty, backed by the Dealer, is about to end. Other times, a Dealer is called out on a service call and finds that the installing Dealer never offered the Equipment Owner an Optional Extended Warranty. **All** Optional Extended Warranties are available but the following conditions apply:

- a. The Dealer must inspect the equipment and a statement of good condition must accompany the application for the Optional Extended Warranty. If the Dealer uses the most recent application revisions, the Dealer's signature on the application may substitute for the statement of good condition. If there is a fee for the unit inspection, the Equipment Owner must pay for the inspection. Repairs necessary to get the unit in good condition are not covered by the Optional Extended Warranty.
- b. There is a thirty (30) day minimum waiting period for parts and/or labor coverage to begin. If the thirty (30) day waiting period falls outside the Dealer's normal labor obligation, the customer will also have a thirty (30) day waiting period for coverage to begin. If the thirty (30) day waiting period falls within the normal Dealer time frame, there is no waiting period for the Equipment Owner. For example, if the equipment is ten months old when the application is received, the thirty (30) day waiting period is still within the Dealer's labor obligation. Since the Manufacturer's Limited Warranty covers the parts and the Dealer still has responsibility for labor, the Equipment Owner has no waiting period for coverage. If the age of the equipment is outside of the Dealer's labor responsibility, the coverage begin date from the Equipment Owner's standpoint is thirty (30) days after the warranty sale.
- c. Sometimes applications are lost, mishandled or for other reasons, never processed by the Dealer. If the application is received by Trane Extended Warranty well after the warranty has been sold to the Equipment Owner

(more than thirty (30) days), special date calculations are made for the Agreement. The Equipment Owner's coverage dates are based on the date the Dealer sold the warranty to the Equipment Owner. However, the Dealer is penalized a minimum of thirty (30) days from the receipt date by Trane Extended Warranty for effective coverage dates. The Dealer is responsible for any repairs that are necessary between the date the warranty was sold to the Equipment Owner and at least thirty (30) days after the application is received by Trane Extended Warranty. When there is a large lapse between the Equipment Owner's purchase date and the application being sent to the Trane Extended Warranty Department, a brief note of explanation must also accompany the application in addition to the statement of good condition.

- d. If an Agreement with terms in excess of one (1) year is sold, no matter when the application is received or the warranty is sold to the Equipment Owner, the Agreement will expire based on the install date of the equipment plus the term of the Agreement. The Equipment Owner and Dealer must be very clear on this equipment being five (5) years old, the Equipment Owner gets only the balance of time and there is no pro rated price for the Agreement.
- e. If a one (1) year Agreement is sold, the coverage will begin thirty (30) days after the application is received by Trane Extended Warranty Department for the original sale. The equipment will be covered for one full year after the coverage starts.

**Labor Option 2 is not available on any application sold or received after the equipment is nine (9) months old. Expiration date or coverage end date will always be based on install or start-up date on Agreements with terms of greater than one (1) year.**

**3. Renewal of existing Agreements:**

- a. In most cases, approximately sixty (60) days before the coverage expires on most one (1) or five (5) year Agreements, a renewal notification will be sent to the Equipment Owner and the assigned Servicer. See Appendix xiii for a sample of the letter sent to the Equipment Owner. The Equipment Owner is directed to call the Dealer for the renewal. The renewal is sold the same way the original Agreement was sold. The Dealer will complete an application, noting that it is a renewal of an existing contract and will list the old contract number on the application. As long as the application is received before the old contract expires, there will be no gaps in coverage or inspections of the units. If there is a lapse in coverage, the initial conditions of sale will apply. If the lapse occurs after the equipment is more than five (5) years old, no Optional Extended Warranty may be purchased. *Please note that renewals are at the sole option of the Extended Warranty Department.* Normally, if a renewal letter is sent, it is our intent to allow the renewal. If no renewal letter is sent, we do not intend to offer a renewal. If in doubt, call the Extended Warranty Department **before** offering a renewal to the Equipment Owner. Renewals are allowed until the equipment is ten (10)

years old. If the equipment will be ten (10) years old less than 6 months into the renewal period, a renewal is not allowed.

- b. If the original warranty purchased is a five (5) year Agreement, approximately sixty (60) days before the contract expires, a renewal letter will be sent to the Equipment Owner and assigned Dealer. At this point, the assigned Dealer normally offers a one (1) year contract for renewal. However, there are times when the Equipment Owner is interested in renewing for the next five (5) years instead of doing yearly renewals. In order to cover the next five (5) years, the assigned Dealer would offer the corresponding ten (10) year Agreement. For example, if the current contract is a TAYWAR0003, the assigned Dealer could offer TAYWAR0045 to cover the 6th year only or he/she could offer a TAYWAR0004 to cover the 6th through 10th years. The advantage to choosing the TAYWAR0004 is that yearly renewals are no longer required, there is no risk of being turned down for the renewals at some point in the future, and the cost of the TAYWAR0004 is less than five times the TAYWAR0045. Renewals cannot be offered after the age of the equipment is ten (10) years old from the original date of install for residential and commercial equipment.

***Labor Option 2 is not available on any renewal warranties. Labor Option 3 is available on all Agreements of terms greater than one (1) year but is available only on selected one (1) year Agreements.***

#### **When Does Coverage of the Equipment Begin?**

The Equipment Owner and the Dealer have different perspectives on when coverage starts. The Equipment Owner's coverage begins based on when the equipment was installed and the Dealer sold the warranty to them. From the Dealer's standpoint, coverage dates are based on when the application is received by the Trane Extended Warranty Department. If the application is processed by the Dealer in a timely manner through their distributor, there should be no issues concerning when the coverage begins for the Equipment Owner or Dealer. The Dealer is responsible for 1st year labor (and sometimes 2nd year for any XL product, before 10/01/01) whether the Optional Extended Warranty is sold or not. The incentive for the Dealer is to get the application in as soon as possible after the Equipment Owner has purchased the coverage in order to reduce their labor responsibility.

1. **On equipment less than nine months old (when the application is received by the Trane Extended Warranty Department):**
  - a. Parts are covered between one and ten years by the Manufacturer's Limited Warranty. Parts are covered only by the Optional Extended Warranty when they are no longer covered by the Manufacturer's Limited Warranty. This may be longer than one year depending on the part and equipment. For equipment with a 5 or 10 year functional part warranty, the Optional Extended Warranty will pay a mark-up only on the in-warranty part during some portion of the Manufacturer's Limited Warranty period. See applicable Servicer Guidelines for complete details. However, the in-warranty part credit is

still obtained through the local Trane parts center.

- b. Depending upon the labor option chosen, labor is covered by the Optional Extended Warranty beginning 90 days or one (1) year after the activation date of the warranty or install date, whichever is later. From the eyes of the Equipment Owner, labor is covered from installation date since the Dealer had to cover one (or sometimes two, before 10/01/01) year of labor, regardless of Optional Extended Warranty sale. On the Dealer's copy of the Optional Extended Warranty Agreement, at the bottom of the page, a phrase will appear which will indicate how long the Dealer must cover the labor. Obviously, the sooner we receive the application, the sooner the Dealer can charge labor to Optional Extended Warranty.
- c. As a special incentive to Dealers to get the application in as soon as possible, any application received by the Trane Extended Warranty Department within thirty (30) days of installation will be treated as if it was received on installation date. The 91st day labor start date will be calculated from install date instead of receipt date in this case.
- d. In the case of the application being received less than nine months from installation, the Equipment Owner's copy will show "Coverage Begin Date" the same as "Installation Date" because the Equipment Owner is covered by either the Manufacturer's Limited Warranty and Dealer's labor obligation or Optional Extended Warranty during the first year. Remember that the Optional Extended Warranty is inclusive of the Manufacturer's Limited Warranty.

#### **2. On equipment greater than nine months old (when the application is received in by the Trane Extended Warranty Department), and warranties with a term of greater than one year:**

- a. When an application is received after the equipment has been installed more than nine months, a statement of good condition must accompany the application, as discussed previously in section "When Can You Sell an Optional Extended Warranty".

If the application is submitted late because of a delay in getting it processed, a note of explanation is also required. This note does not need to be a lengthy explanation, but it does need to acknowledge that you realize the application is being processed well after 30 days the warranty sale date to the Equipment Owner. It is important that you accurately list the date the Equipment Owner purchased the Optional Extended Warranty in the space provided on the application.

- b. If the warranty was recently sold and the application was received in a timely manner (less than (30) days after warranty sold to Equipment Owner), the coverage dates will be determined as follows:
  - i. Parts will be covered on the thirty-first (31st) day from the date the Equipment Owner purchased the warranty or the end of the Manufacturer's Limited Warranty on parts, whichever is later. Mark-up on in-warranty parts will begin on the thirty-first (31st) day as

applicable according to the applicable Servicer Guidelines.

- ii. Labor will be covered on the thirty-first (31st) day from the date the Equipment Owner purchased the warranty or one year after install date, whichever is later.
  - iii. From the Equipment Owner's viewpoint, coverage will begin on the 31st day from the date the Equipment Owner purchased the warranty. If the 31st day is less than one year from install date (or less than two years from install date on XL equipment, before 10/01/01), the coverage begin date will be the same as the install date.
- c. If there has been a delay in getting the application into Trane Extended Warranty, a note of explanation for the delay, along with a statement of good condition is required in order to process the application. We will normally not make the delay in processing evident to the Equipment Owner but we will penalize the Dealer for thirty (30) days before service can be covered by the Optional Extended Warranty. In the case of a delayed application, the coverage dates will be determined as follows:
- i. Parts will be covered on the thirty-first (31st) day from the receipt date of the application or the end of the Manufacturer's Limited Warranty on parts, whichever is later. Mark-up on in-warranty parts will begin on the thirty-first (31st) day as applicable according to the Servicer Guidelines.
  - ii. Labor will be covered on the thirty-first (31<sup>st</sup>) day from the date the application was received or one year after install date, whichever is later.
  - iii. From the Equipment Owner's viewpoint, coverage will begin on the 31st day from the date the Equipment Owner purchased the warranty. If the 31st day is less than one year from install date (or less than two years from install date on the XL equipment, before 10/01/01), the coverage begin date will be the same as the install date.
  - iv. Any service work required from the date the Equipment Owner purchased the warranty and the effective Parts and Labor start dates will be the responsibility of the Dealer.
- d. Fifteen (15) - year agreements are available only on indoor equipment when purchased within 9 months of installation.

***Depending on the age of the equipment, parts and/or labor could be covered by "Manufacturer's Limited Warranty" or the Dealer's labor obligation.***

***IN NO CASE WILL SERVICE BE COVERED THAT WAS REQUIRED BEFORE THE OPTIONAL EXTENDED WARRANTY APPLICATION WAS RECEIVED BY AMERICAN STANDARD WARRANTY COMPANY.***

***Labor Option #2 is not available on equipment that is older than nine (9) months when the application is received by Trane Extended Warranty Department.***

### **3. On Agreements with term of one year:**

- a. These Agreements are normally sold on equipment that is more than one year old as the first year is already covered by the manufacturer's parts warranty and the Dealer's first year labor warranty. When an application comes in for a one year Parts and Labor warranty (TAYWAR0045 for example) and the equipment is recently installed, we will often question the Dealer's reason for selling the warranty at start-up. If the intent is to cover the Dealer's first year labor obligation, they should be using a First Year Labor warranty, listed on Page WA-12 in this handbook. Although the warranties on page WA-12 were created for the use of National Accounts in Commercial applications, they are available for use by Dealers who wish to purchase coverage to offset their own first year labor responsibility. They are typically less expensive than the normal one year Parts and Labor Warranty and they cover labor from start-up with no 90-day waiting period. If the Dealer is applying for a one year Parts and Labor warranty to cover the entire 2nd year after installation, he/she should make a short note in the margin near the "Date Equipment Installed" to indicate that the one year Agreement should start at the end of the first year.
- b. Typically, one (1) year Agreements are sold on equipment that is over one year old. On the initial sale of the one (1) year Agreement, coverage dates are calculated as follows:
  - i. Parts will be covered on the thirty-first (31st) day from the receipt date of the application, or the end of the Manufacturer's Limited Warranty on parts, whichever is later. Mark-up on in-warranty parts will begin on the thirty-first (31st) day as applicable according to the Servicer Guidelines.
  - ii. Labor will be covered on the thirty-first (31st) day from the date the application was received or one year after the install date, whichever is later.
  - iii. Coverage Begin Date will also be on the thirty-first (31st) day from the date the application was received.
  - iv. The Date Coverage Ends will be one full year after the Date Coverage Begins.
- c. For one-year Agreements that are sold as renewal of an existing one- (1) or five- (5) year Agreement, dates will be calculated as follows:
  - i. Parts will start one day after the Date Coverage Ends on the expiring Agreement. Mark-up on in-warranty parts will be applicable according to the Servicer Guidelines.
  - ii. Labor will start one day after the Date Coverage Ends on the expiring Agreement.
  - iii. The Date Coverage Begins will be one day after the Date Coverage Ends on the expiring Agreement.
  - iv. The Date Coverage Ends will be one full year after the Date Coverage Begins.

***Only Standard Servicer Guidelines (Labor Option #1) are available on One Year Agreements unless the "X" Model is available in your price book.***

***All applications are subject to management review and if accepted, property owner will receive the balance of the coverage purchase in 5 and 10 year increments (exception being the purchase of one-year document).***

### **Equipment Covered**

**Complete System Optional Extended Warranty** – On a “complete system” Optional Extended Warranty **all** of the Trane furnished internal components in a package unit, or in the case of a split system, the condensing unit, air handler/furnace are covered.

- Any new Trane thermostat installed with the system is covered on either system if installed after 10/01/2001 and if listed on the Agreement. Prior to 10/01/2001 installations, thermostat coverage may be limited to non-programmable thermostats unless the Optional Extended Warranty coverage specifically states that programmable thermostats are covered.
- Coverage will also include a Trane evaporator coil when installed with a furnace.
- When applying for the warranty, only the package unit and thermostat or the condensing unit, thermostat, air handler/furnace and evaporator coil should be listed on the application. However, in the case of R-410A condensing units, if you are installing with R-22 ready indoor section, you should list the retrofit expansion valve used. If the indoor section is R-410A ready, there is no need to list the expansion valve, if used.
- List all of the model numbers except for the product service digit at the end of the model number. For most products, this is the first 11 digits of the model number. For newer products, this is the first 14 digits of the model number. List the serial number for all motor or compressor bearing units. The serial number is required on indoor coils and when available for thermostats.
- List the model and serial number of the Trane strip heater installed inside the covered equipment. Trane equipment installed with 3rd party strip heaters ARE NOT eligible for Trane Option Extended Warranty coverage.

### **The Condensing Unit determines the type of system for Optional Extended Warranty Coverage.**

**Condensing Unit Only Optional Extended Warranty** – On a “condensing unit only” Optional Extended Warranty **all** of the internal components in the condensing unit are covered.

- If a new Trane evaporator coil or any new Trane thermostat is installed at the same time as a new condensing unit, the evaporator coil and/or thermostat will also be considered as covered if listed on the Agreement. For Condensing Unit Only Warranties where installation is prior to 10/01/2001, thermostats are not covered.
- When applying for the warranty, only the condensing unit and the evaporator coil and/or thermostat, if applicable, should be listed on the application. However, in the case of R-410A condensing units, if you are retrofitting with and existing R-22 ready indoor section, you should list the retrofit expansion valve used. You should also state that the retrofit was done according to

Trane General Service Bulletin MISC-TYR-SB-16 (also known as APB-2001-01). If the indoor section is R-410A ready, there is no need to list the expansion valve, if used; but you must still state that the retrofit was done according to the service bulletin.

- List all of the model numbers except for the product service digit at the end of the model number. For most products, this is the first 11 digits of the model number. For newer products, this is the first 14 digits of the model number. List the serial numbers for all compressor-bearing units. The serial number is optional on coils and thermostats.

**Furnace or Air Handler Only Optional Extended Warranty** – On a “furnace/air handler only” Optional Extended Warranty **all** of the internal components in the furnace/air handler are covered.

- If a new Trane evaporator coil and/or any new Trane thermostat are installed at the same time as a new furnace, the evaporator and/or thermostat will also be covered if listed on the Agreement. For Furnace or Air Handler Only Optional Extended Warranties where the installation is prior to 10/01/2001, thermostats are not covered.
- When applying for the warranty, only the furnace/air handler and the evaporator coil and/or thermostat, if applicable, should be listed on the application. Please note Trane heat strips are covered but non-Trane heat strips are not.
- List all of the model number except for the product service digit at the end of the model number. For most products, this is the first 11 digits of the model number. For newer product, this is the first 14 digits of the model number. List the serial number for all motor bearing units and evaporator coils.

**Compressor Only Optional Extended Warranties** – On a “compressor only” Optional Extended Warranty **only** the compressor is covered.

- The model and serial numbers of the appropriate package unit or condensing unit must be identified on the application.  
For larger units that have two compressors, both compressors are covered by the “compressor” only warranty.
- The warranty model number is determined by the tonnage of the appropriate package or condensing unit.

**Other Accessory or Component Optional Extended Warranties** – This may be a thermostat, other accessory, or a heat exchanger.

- If it is to cover a heat exchanger, please list the furnace or gas electric model and serial number on the application.
- For other accessory items, list the complete model number. Serial numbers are not required on accessories. If the Agreement is to cover a zoning system, attach a copy of the invoice that lists all zoning components with the application.

**All equipment, as indicated above, must be listed on the application for the desired Optional Extended Warranty. Any equipment not listed on the Optional Extended**

**Warranty Agreement will not be covered. Internal components in a covered piece of equipment should not be listed unless specifically required by exception above.**

### **Type of Coverage**

#### **1. Parts only warranty**

All internal components of covered equipment will be supplied to the Equipment Owner at no charge. The Dealer is reimbursed his/her cost of these parts plus a generous markup as described in the applicable Servicer Guidelines. Some special Optional Extended Warranties have been used where no mark-up is paid on covered parts. In this case, the product coverage on the Agreement specifically states that no-markup is paid. Parts Only Optional Extended Warranties also cover refrigerant where the covered equipment contains refrigerant.

#### **2. Labor only warranty**

All labor that is necessary to place the covered equipment in proper working order will be supplied to the Equipment Owner at no charge. The Dealer is reimbursed his/her standard hourly labor rates based on the repair schedules as described in the applicable Servicer Guidelines.

#### **3. Parts and labor warranty**

A combination of 1 and 2 above.

### **Extended Warranty Agreement Terms and Conditions**

In this Extended Warranty, the terms "we," "us," "our," and "Obligor" individually and collectively refer to: (1) American Standard Warranty Company in states or jurisdictions where it is the Obligor; (2) National Product Care Company (NPCC) in states or jurisdictions where it is the Obligor. (3) Service Saver, Incorporated in Florida where it is the Obligor. See paragraph I. for a listing of states or jurisdictions in which each company is the Obligor under this Extended Warranty. The "administrator" for all Obligor is American Standard Warranty Company. The terms "you," "your," and "Equipment Owner" refer to the purchaser of this Extended Warranty and any transferee (if such transfer is in accordance with paragraph F.2 of this Extended Warranty).

#### **A. Conditions and Limitations:**

1. This Extended Warranty sets forth the entire agreement between the Obligor and the Equipment Owner and cannot be changed without written approval from the Obligor. Representations and promises not set forth in this document are not part of this Extended Warranty.
2. This Extended Warranty is automatically terminated if the equipment is removed from the address identified on the face of this document, unless removed and reinstalled at the new location by an approved Trane dealer who certifies that the removal and reinstallation were done properly.
3. This Extended Warranty is automatically terminated if the equipment is repaired by a servicer not approved by American Standard Warranty Company.
4. We reserve the right to select the servicer to perform any repairs called for under this Extended Warranty.
5. Any material and/or work beyond that covered by the terms of this Extended Warranty will be furnished at the Equipment Owner's expense.

6. At the discretion of American Standard Warranty Company, new, non-original manufacturer or remanufactured parts may be used in performing any repairs.
7. There is no per claim deductible amount for which Equipment Owners are responsible.
8. The purchase of this Extended Warranty is not required to obtain financing for the product.
9. The purchase of this Extended Warranty is not mandatory and may be waived.
10. **OBLIGOR SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM DELAY IN RENDERING REPAIRS BY THE TERMS OF THIS EXTENDED WARRANTY, AND IN NO EVENT WILL OBLIGOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**
11. Subject to the terms and conditions of the Extended Warranty and applicable law, this Extended Warranty may be assigned by us.

#### **B. What is Covered:**

Obligor, through the administrator, will pay on your behalf the cost of labor and/or repair or replacement of the internal components of the covered piece of equipment listed and subject to the product coverage on the reverse side of this Extended Warranty. Parts will be replaced with those of like kind and quality, and may be new, non-original manufacturer or remanufactured. If the equipment cannot be repaired, if the cost to repair the product exceeds the original equipment purchase price, or if parts are not available due to the age of the equipment or being discontinued by the manufacturer, the equipment will be replaced with equipment of equal features (the "Replacement Equipment").

#### **C. What is not Covered:**

1. Routine maintenance or any repairs which are made necessary because routine maintenance was not performed by the Equipment Owner.
2. Premium labor charges or "over-time" charges charged by the servicer for repairs made during other than the servicer's normal hours.
3. Air filters, drain lines, condensate pumps, refrigerant lines, ducts, electrical wiring external to the equipment or any other equipment not listed on the face of this Extended Warranty.
4. Repairs to correct failures or malfunctions that are not considered manufacturing defects, such as damage or malfunctions resulting from fire, water, storms, earthquake, faulty power supply, theft, riot, misuse, abuse, acts of God, or the improper selection, installation, or application of the equipment.
5. Repairs to alter the equipment to meet changes in Federal, State or local codes or regulations.
6. Freight on parts.
7. Any work performed by any servicer not approved by American Standard Warranty Company.
8. Repairs to equipment installed in establishments with corrosive atmospheres, including but not limited to, dry cleaners, beauty shops, and printing facilities.

9. Any repair required on a compressor bearing unit in which the age of the equipment exceeds ten (10) years.
10. Appearance: Features, aesthetics, paint and cabinet parts, knobs and buttons, including but not limited to, rust or corrosion.
11. Items normally designed to be periodically replaced by the Equipment Owner during equipment life such as filters and parts or repairs due to normal wear and tear.
12. Preexisting conditions.
13. Non-Trane manufactured parts included with the equipment at the initial installation of the equipment, unless such parts are specifically identified on the face of this Extended Warranty.

#### **D. Limit of Liability:**

The limit of liability for any claim under this Extended Warranty is the cost to repair or replace your covered equipment in accordance with the terms and conditions of this Extended Warranty, not to exceed the purchase price of the Replacement Equipment.

#### **E. Equipment Owner's Responsibility:**

The following are entirely the responsibility of the Equipment Owner:

1. All service and repairs not covered by this Extended Warranty.
2. **To operate the equipment in accordance with the manufacturer's instructions and to perform routine maintenance and any special maintenance listed in the owner's manual. Routine maintenance includes the cleaning of the condensate drain, the condenser, the evaporator coil, the cleaning and replacing of air filters and other items as listed in the owner's manual.**
3. To provide the servicer free access to the equipment and controls.
4. To move any stock, fixtures, or partitions to facilitate the servicer's work.

#### **F. Equipment Owner's Options:**

1. **SERVICER:** The "SERVICER" on the face of this Extended Warranty has been approved to repair your equipment. You have the option to change the servicer anytime during the duration of your Extended Warranty. Call American Standard Warranty Company at (800) 554-6413 or email us at [extended-warranty.tyler@trane.com](mailto:extended-warranty.tyler@trane.com) where you will be given the procedure to change your servicer. A reproduction of your Extended Warranty will be sent to you and your new servicer within a few days showing a change to the "SERVICER."
2. **TRANSFER:** The remaining duration of your Extended Warranty may be transferred to the new owner should you sell your property. To transfer your Extended Warranty, mail a written request (identifying the successor owner), the Equipment Owner's original Extended Warranty document, and a transfer fee of \$25.00 (payable by check or money order) to:

American Standard Warranty Company  
PO Box 9035, Tyler, Texas 75711-9035

A reproduction of this Extended Warranty will be sent to the

successor owner and servicer within a few days showing the Extended Warranty registered in their name(s).

3. **A. CANCELLATION BY THE ORIGINAL PURCHASER OF EXTENDED WARRANTY:** This Extended Warranty may be cancelled only by the original purchaser. The original purchaser may cancel this Extended Warranty for any reason at any time. To cancel, the original purchaser of this Extended Warranty must submit written notice, including the original Extended Warranty, to the above address.

Note that the right to cancellation applies only to the states of: AL, CA, FL, HI, IL, KY, MD, NC, NH, NM, NV, NY, OK, SC, TX, VT, WA, WI, and WY.

**B. CANCELLATION BY THE OBLIGOR:** The Obligor may cancel this Extended Warranty, with respect to both original purchasers or any transferees, only for the following reasons: (1) if a scheduled payment is not received by the Obligor; (2) any material misrepresentations or substantial breach of the duties under this Extended Warranty; or (3) any material changes occurring to the nature or scope of the service required under this Extended Warranty such that the service required to be provided has substantially and materially increased beyond that contemplated as of the date of original purchase of this Extended Warranty. The cancellation of this Extended Warranty under this subparagraph is not effective until 30 days after the notice of cancellation is mailed to the original purchaser.

**C. REFUNDS: If this Extended Warranty is cancelled by the original purchaser of the Extended Warranty or by the Obligor within seventy (70) days after it is received by the original purchaser,** the Obligor will refund the price paid less the cost of any claims incurred during the first seventy (70) days. **If this Extended Warranty is cancelled by the original purchaser of the Extended Warranty or by the Obligor thereafter,** the original purchaser will receive a pro rata refund based on the time expired less a cancellation charge of \$25 or 10% of the Extended Warranty purchase price (whichever is less), and less the cost of any claims. A 10% penalty shall be applied to refunds not paid within 30 days of the return of the original Extended Warranty to American Standard Warranty Company.

**C. REFUNDS: If this Extended Warranty is cancelled by the original purchaser of the Extended Warranty or by the Obligor within seventy (70) days after it is received by the original purchaser,** the Obligor will refund the price paid less the cost of any claims incurred during the first seventy (70) days. **If this Extended Warranty is cancelled by the original purchaser of the Extended Warranty or by the Obligor thereafter,** the original purchaser will receive a pro rata refund based on the time expired less a cancellation charge of \$25 or 10% of the Extended Warranty purchase price (whichever is less), and less the cost of any claims. A 10% penalty shall be applied to refunds not paid within 30 days of the return of the original Extended Warranty to American Standard Warranty Company.

#### **G. How to obtain service:**

1. When repairs are required, review your Extended Warranty. If you feel that the repairs will be covered by your Extended Warranty, call the servicer identified as the "SERVICER" on the face of this Extended Warranty. Explain that your equipment needs repair and is covered by this Extended Warranty. Give the servicer the model and Extended Warranty numbers located in the top right hand corner of this Extended Warranty. The servicer will repair your equipment and be paid by American Standard Warranty Company for services performed based on the terms and conditions of this Extended Warranty. You will have no expense as long as the repairs are covered by the terms and conditions of this Extended Warranty.
2. If the servicer called is unable to perform service on your equipment, call American Standard Warranty Company at (800) 554-6413. If you are unable to reach American Standard Warranty Company, consult [www.amstd-comfort.com](http://www.amstd-comfort.com) or your Yellow Pages and look for servicers listed under the Trane trademark. Let any servicer you call know that the service call may be covered under this Extended Warranty before service is performed.
3. Failure to follow these procedures may void payment on the repairs.

#### **H. Entire Agreement:**

This is the entire service agreement between the parties, and no representation, promise or condition not contained herein shall modify these items.

#### **I. Obligor:**

The Obligor of this Extended Warranty shall be determined by the equipment location address on file with American Standard Warranty Company. The Obligor is as follows:

1. American Standard Warranty Company, PO Box 9035, Tyler, Texas 75711-9035, (800) 554-6413, shall be the Obligor in AL, IL, KY, MD, NV, NM, NC, SC, TX, WA and WI.
2. National Product Care Company, 1000 North Milwaukee Avenue, Glenview, Illinois 60025, (800) 209-6206, shall be the Obligor in CA, HI, NH, NY, OK, VT, and WY.
3. Service Saver, Incorporated, 1000 North Milwaukee Avenue, Glenview, Illinois 60025, (800) 209-6206, shall be the Obligor in FL; in Florida, the license number is: 80173.

#### **J. Obligations of Obligor:**

1. The obligations of American Standard Warranty Company in its capacity as Obligor are backed by the full faith and credit of American Standard Warranty Company.
2. The obligations of National Product Care Company and Service Saver, Incorporated in their capacity as Obligor under this Extended Warranty are insured under a service contract reimbursement insurance policy issued by Virginia Surety Company, Inc., 1000 North Milwaukee Avenue, Glenview, Illinois 60025, (800) 209-6206. In the following jurisdictions only: CA, FL, HI, NH,

NY, OK, VT and WY: if a claim is not paid within sixty (60) days of submitting the claim to the administrator, the claim can be submitted directly to Virginia Surety Company, Inc. at the above address.

No party is obligated to renew this Extended Warranty. Prices, conditions and limitations of this Extended Warranty may change upon renewal. By purchasing this Extended Warranty, you agree that you may be called or sent written information regarding renewals and upgrade plans.

#### **K. Colorado Customers:**

Actions under this Extended Warranty may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S. You may have a right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

#### **L. Nevada Customers:**

If a request for cancellation of this Extended Warranty is made by the original purchaser within seventy (70) days after it is received by such original purchaser and no claim has been made, the full purchase price of the Extended Warranty will be refunded. If a claim has been made under this Extended Warranty or if the request for cancellation is beyond seventy (70) days, the original purchaser will be entitled to a pro rata refund based on the time expired less a cancellation charge of \$25 or 10% of the Extended Warranty purchase price (whichever is less). No deductions for claims or repair services will be made to the refund.

If the Obligor cancels this Extended Warranty, the original purchaser will not be charged a cancellation fee and no deductions for claims or repair services will be made to the refund.

In case of an emergency, service will be initiated within 24 hours of your request for service.

#### **M. Oklahoma Customers:**

In the event this Extended Warranty is cancelled by the original purchaser, return of the purchase price will equal 90% of the unearned premium calculated on a pro rata basis. In the event this Extended Warranty is cancelled by the Obligor, return of the purchase price will equal 100% of the unearned premium calculated on a pro rata basis with no deductions for previous claim payments (made during the term of this Extended Warranty) and without imposing cancellation fees.

This Extended Warranty is not issued by the manufacturer or wholesale company marketing the covered equipment. This Extended Warranty will not be honored by such manufacturer or wholesale company.

#### **N. South Carolina Customers:**

If we do not timely resolve such matters within sixty (60) days of proof of loss, you may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, South Carolina 29202-3105, or (800) 768-3467.

## **O. Wisconsin Customers:**

THIS EXTENDED WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The original purchaser of the Extended Warranty may cancel at any time and receive a pro rata refund of the premium with no deductions for previous claim payments made during the term of this Extended Warranty. The original purchaser of the Extended Warranty may cancel at any time and receive a pro rata refund of the premium.

## **P. Wyoming Customers:**

In the state of Wyoming, "Extended Warranty" mentioned herein is replaced by "Service Contract".

## **Q. Texas Customers:**

Unresolved complaints concerning ASWC or questions concerning the regulation of service contract providers may be addressed to: TX Department of Licensing & Regulation, P. O. Box 12157, Austin, TX 78711, (800) 803-9202.

American Standard Warranty Company  
PO Box 9035, Tyler, Texas 75711-9035  
Toll-free Telephone Number (800) 554-6413

# **Changing Information on an Existing Optional Extended Warranty Agreement**

## **Correcting, Modifying or Canceling an Agreement**

The Equipment Owner's original and Dealer's original documents must be returned when requesting a correction, modification or cancellation of any Agreement.

1. Sometimes Agreements need corrections due to clerical errors made by the Dealer or Extended Warranty personnel. These types of errors include typos on names or serial numbers. The quickest and simplest way to get the Agreements corrected is to make any corrections directly on the Agreement, sign and date it and fax it to us at 903-581-9083. You may also mail it to P.O. Box 9035, Tyler, TX 75711-9035 or put the request in an e-mail, including the Agreement number and requested changes and e-mail to [extended-warranty.tyler@trane.com](mailto:extended-warranty.tyler@trane.com). The Agreement will be updated and a new Agreement will be mailed to you and the Equipment Owner.
2. Corrections other than minor clerical errors will need additional documentation:
  - a. If the equipment originally listed on the document has been removed and replaced, you will need to provide the new model and serial number, the date the replacement was made, the reason for the replacement and a statement that the Optional Extended Warranty is not responsible for any costs associated with the replacement. This can happen because equipment was improperly sized or other reasons; however, these replacements are not covered by the Optional Extended Warranty. See Appendix xi for a sample revision form. If a new unit is being replaced and the Optional Extended Warranty is paying for the replacement, provide the same information when the claim is submitted so that the new model and serial can be added to the existing Agreement.

- b. If a name is being changed due to marriage, divorce or death of spouse, be sure to indicate the reason for name change. Otherwise, we may question whether or not this is an Agreement transfer.

- c. If an address is being changed due to 911 or other logistical reasons, please indicate the reason for the change. This prevents us from having to ask you if the equipment has been moved to another location.

- d. If the equipment has been moved from the original location to a new location, the Agreement is terminated unless a Trane dealer removes and reinstalls the equipment and certifies that the removal and reinstallation was done properly. The dealer may request the new Equipment Location be reflected on the Agreement if he/she provides written documentation as to the nature of the relocation as well as the party responsible for the relocation cost.

3. Once an Optional Extended Warranty Agreement is in the possession of the Equipment Owner, it essentially becomes their property. For the Agreement to be canceled, the Equipment Owner and the Dealer must send a request for credit and the **ORIGINAL** Agreements (not copies) to the IWD or DSO Sales Office where the original paperwork was processed. The IWD or DSO Sales Office will then forward the same documentation to Trane Extended Warranty requesting credit. In Regulated states, the Equipment Owner may cancel their Agreement at any time during the term of the Agreement, subject to the Terms and Conditions of Cancellation. For those states which do not specify cancellation policies, Trane's policy is to allow the Equipment Owner 70 days to cancel the Agreement. If an Equipment Owner simply refuses to pay a Dealer for an Optional Extended Warranty, we cannot cancel the Agreement without the return of the Equipment Owner's original Agreement or a signed release from the Equipment Owner. If the Dealer gets a legal judgment against the Equipment Owner or removes the equipment from the Equipment Owner and can provide documentation for either, we can cancel the Agreement and credit the purchaser (IWD or DSO Sales Office).

## **Billing Adjustments and Sales Promotion Credits**

1. Labor Option Error – If your Agreement shows the wrong Labor Option, we will need to correct the Labor Option and make a billing adjustment if necessary. Changing from Labor Option 1 to Labor Option 2 and vice-versa does not require a billing adjustment, but the Agreement will need to be corrected and reprinted. Changes from Labor Option 1 or 2 to Labor Option 3 (or vice-versa) require a change to the Agreement and a billing adjustment. To get the credit (or additional billing), simply fax/mail your distributor a copy of the Agreement with the requested Labor Option change. They will in turn make the same request to us. We will adjust our billing to the IWD or DSO Sales Office. Your IWD or DSO Sales Office will only do a corresponding billing adjustment to you if you were not billed properly by them. We will also reprint the Agreement.



2. **Wrong Warranty Purchased** – If you selected the wrong warranty or the Equipment Owner changed their mind within the first year of installation (decided they wanted ten (10) years after they've already gotten an Agreement for five (5) years), we will need the originals (both Equipment Owner and Dealer copies) returned for credit along with an application for the correct Optional Extended Warranty. We may waive the requirement for returning the original warranties as long as the Optional Extended Warranty change is to give the Equipment Owner more coverage than they had before. This request should be sent to the IWD or DSO Sales Office. The IWD or DSO Sales Office will forward the information to the Extended Warranty Department. We will credit the original purchaser of the Agreement being returned and bill them for the new Agreement. It is best that you send the request for credit, the original Agreements, and the application for the new warranty at the same time and stapled together. This prevents many potential problems. Labor Option 2 is not available if the Dealer's Labor Start Date has passed. The Equipment Owner's original and Dealer's original documents must be returned when requesting a downgrade/upgrade of any Agreement.
3. **Sales Plan Credit** – When Optional Extended Warranties are sold as part of a sales plan, the IWD or DSO Sales Office administrator stamps, in the appropriate section of the application, a red 5-digit number. If the Optional Extended Warranty application is entered on Trane ComfortSite™, the Promotion Stamp Number is usually completed by the IWD or DSO Sales Office. When the Promotion Stamp Number is input into the Extended Warranty system, a credit amount is created to be included with the billing. For any IWD or DSO Sales Office who did not receive sales plan credit, they should use their promotion stamp on the invoice line items and fax or mail the entire invoice to the Extended Warranty Department (Fax: 903 581 9083). Please note that Sales Plan Credits are determined strictly by the author of the sales plan. The sales plan often specifies certain equipment and install dates in order to qualify. Also, the sales plans have ending dates for processing any applications covered by the plan. An Optional Extended Warranty application that is received after the sales plan has ended may bill at full price.
4. **Duplicate Billing** – If you are billed twice for the application, and the billing indicates two distinct contract numbers, please request credit on one of the contract numbers, notifying dealer and/or Equipment Owner which set is to be kept. We will issue credit to the billed party and cancel the document in our system. Note that our system normally prompts us at the time of data entry if the same model and serial number input is already covered by another Agreement. With our alphanumeric serial numbers and sometimes unclear writing on the applications, serial numbers are not always interpreted the same way twice. However, the only way we can create a duplicate Agreement is when

the application has been sent in more than once. This typically happens when an application is faxed and then the originals are subsequently mailed. Faxing an application is reserved for extenuating circumstances. If you do fax the application, please do not mail the original.

5. **Do not send another copy of the application if your intent is to correct information on an existing contract.**

### **The Relationship between Trane, the Dealer, and the Equipment Owner**

The extended warranty contract represents an agreement solely between the equipment owner and American Standard Warranty Company (ASWC). Equipment owners look ultimately to ASWC as the party responsible for fulfilling the obligations of the extended warranty contract. Under the terms of the individual contract, equipment owners have the right to appoint another dealer to service their extended warranty contract, subject to the approval of ASWC. It's also important to understand that under certain circumstances, as described in the DPA and in this handbook, ASWC may appoint another dealer to service the extended warranty contract. Of course, if you as the dealer do not wish to be appointed to a given contract, you can certainly submit a request to our department to appoint another servicer. In any event, you should remember that only the equipment owner or ASWC can make the final decision about the dealership to be appointed as the servicer of record on an extended warranty contract.

It is American Standard Warranty Company's expectation that the Dealer listed on the Agreement will remain the assigned Dealer throughout the duration of the Agreement. It is also American Standard Warranty Company's position to refer any contact from the Equipment Owner back to the Dealer, since they are in fact, their customer. However, they are also a customer of American Standard Warranty Company via the Optional Extended Warranty Agreement. Since American Standard Warranty Company is obligated through the Optional Extended Warranty Agreement to repair and/or replace the equipment at a given location for a given length of time, we are required to take care of the Equipment Owner. Therefore, even though a Dealer is assigned, there are times when another Dealer would replace the existing Dealer. They are as follows:

1. The assigned Dealer goes out of business.
2. The assigned Dealer, although still in business, cannot or will not perform service.
3. The Equipment Owner notifies American Standard Warranty Company that they no longer want the assigned Dealer to perform service on their equipment. This request must be made in writing by the Equipment Owner. All requests for Dealer changes are subject to approval by the Trane Distributor originating the initial Agreement sale.
4. The assigned Dealer cannot or will not abide by the conditions of American Standard Warranty Company's program as defined in this publication.
5. Those conditions as described in the Dealer Participation Agreement (DPA).

## Transfer Procedure (New Equipment Owner)

1. The remaining duration of any Optional Extended Warranty may be transferred to a new Equipment Owner. If the current Equipment Owner left the **original** Agreement(s) with the new Equipment Owner, the transfer can be requested by returning the original Agreement(s), a request for transfer and a \$25.00 transfer fee to the address listed on the document. If the original Agreement(s) cannot be located, proof of ownership is required. Most people make a copy of their settlement statement from their closing documents (marking out any sensitive information such as purchase price, social security numbers, etc.) and use that to prove they now own the property listed as the Equipment Location. They may wish to call us to determine the Agreement number(s) to be transferred. Requests for transfer should be sent directly to the Extended Warranty Department.
2. The \$25.00 transfer fee is per complete system. If an Equipment Owner happens to have three separate Agreements covering their outdoor unit, indoor unit and thermostat, one fee of \$25.00 is all that is required. But if they have two or more complete systems Optional Extended Warranties, they will need to send \$25.00 for each system.
3. Once the transfer has taken place, new Agreements will be mailed to the Equipment Owner and assigned Dealer.
4. Claims performed on equipment covered by an Agreement that has not been transferred to the new Equipment Owner may not be paid until the transfer has taken place. ***It is not necessary for the transfer to occur before the service work is done or for the servicing dealer to be listed as the assigned servicer on the document, but the Dealer will not be paid until the transfer has been completed.*** If the transfer does not occur, the new Equipment Owner will be responsible for the claim.
5. The transfer fee is waived on new construction when transferring the Agreement from the builder to the homeowner. Please indicate on the request for transfer that it was a "new construction" or "spec house." We also waive the transfer fee in the case of property inheritance (proper inheritance documentation required.)

## How to File a Claim

### Dealer Labor Rates

Dealer hourly labor rates must be established with the Extended Warranty Department before a claim for services can be paid. This rate must be requested in writing by filling out the Labor Rate Registration letter (See Appendix ix) or by submitting a request to change the labor rate on ComfortSite™. Once established, a Dealer has the opportunity to adjust his/her rates once a year. This is done in the last quarter of the year and would be applicable for claims submitted the next year.

Dealer labor rates must be reasonable for the Dealer's location. A Dealer's labor rate for Extended Warranty repairs should be the same rate that the Dealer would charge any

other customer. **The Extended Warranty Department reserves the right to refuse any labor rate that is unreasonable.** Any labor rates which exceed averages for the Dealer's market area, represent significant increases, or are for Dealers which have higher than expected claims rates, are reviewed by the local distributor. In some cases, Dealers may be asked to lower the rate they charge the Extended Warranty program for service claims in order to continue participation in the program.

### Flat Rates

***Dealers that are on flat rates may send in their standard invoices, however, they will be paid according to the appropriate Servicer Guidelines. When sending flat rate invoices, a Dealer must include the information requested in items (a - i) listed on the following page. Even though a flat rate is used, a Dealer should know his/her standard hourly rate. All flat rates are based on hourly rates.***

If a Dealer uses a Flat Rate price book (Callahan/Roach, Flat Rate Plus, etc.) and he/she registers the labor rate which drives his/her Flat Rate price book, he/she may not charge for travel time as this is included in his/her overall labor rate. He/She may charge for diagnostic time (1/2 hour of registered labor rate) on a covered repair. He/She must provide parts and labor details on his/her invoice per the applicable Servicer Guidelines.

### Parts

The Dealer, when performing service on a unit covered by a Trane Optional Extended Warranty, should use only genuine Trane parts, or such parts as approved by Trane. In order to receive the applicable mark-up on in-warranty parts (see guidelines for details as to when this applies), the Dealer must provide the Trane part number. The Optional Extended Warranty will not pay the Dealer to purchase a non-Trane part during the Manufacturer's Limited Warranty period when Trane will provide the in-warranty part at no charge.

### If a Covered Piece of Equipment Should Fail and Needs Repair.....What Does the Dealer Do?

1. Determine if the equipment is covered by an Optional Extended Warranty.
2. Make certain that the failure is covered under the "Terms and Conditions" and "Product Coverage" on the Agreement.

With this in mind, the Dealer should expect to repair the equipment and invoice the Extended Warranty Department for the repairs if applicable. If the repairs will cost less than \$700.00, repair the equipment and invoice American Standard Warranty Company for the repair based on the applicable Servicer Guidelines. If the repairs will cost more than \$700.00, a Dealer must call the Extended Warranty Department (1-800-554-6413) for an authorization number **before the work is done.** Failure to do so will cause a delay or jeopardize payment of the invoice. If the repair is required at a time when the Extended Warranty Department is closed, repair the equipment and submit the invoice with all documentation.

The Extended Warranty Department does not require that you return any parts to us. However, you should keep all

parts claimed under the Optional Extended Warranty until you are paid. That will prevent you from disposing of a part you may need for in-warranty credit if you mistakenly claim it on your Optional Extended Warranty claim.

***The Dealer will be reimbursed any sales tax applicable in his/her particular state.***

***The Dealer making the repairs must guarantee his/her work for thirty (30) days from completion of services rendered.***

***American Standard Warranty Company office hours are 8:00 AM - 4:30 PM, CST, Monday through Friday.***

***Please note that any manufacturer's D.O.A. policies, recalls or other labor allowances will take precedence over Optional Extended Warranty claims. Your local distributor would provide these allowances if applicable.***

### **How Does a Dealer Invoice Trane?**

**Dealer Invoices cannot be paid and will be returned if they do not contain the following:**

- a. Agreement Number
- b. Equipment Owner's Name
- c. Authorization Number (if repairs exceeded \$700.00)
- d. Work performed in detail (describe what was done to repair the equipment including customer complaint)
- e. List of parts used (include copies of parts invoice if Dealer cost exceeds \$100 or if the Dealer's cost of refrigerant is more than \$2.00/lb for R-22 or \$10.00/lb for R-410), and price Dealer ***paid*** for each part. List the Trane mnemonic, e.g., IGN00054. The Extended Warranty Department reserves the right to request a parts invoice, WCR or Falcon Claim confirmation on any part.
- f. Actual hours worked and Dealer's standard labor rate
- g. Unit model Number and Serial Number
- h. **Date of service** (actual date work was performed or completed)
- i. Equipment Owner's Signature confirming work was done.
- j. Although not normally requested, we reserved the right to request a copy of the Dealer's work order.
- k. Diagnostic and travel will not be covered within 30 days from completion of services if same customer complaint.

### **Repairs and Routine Maintenance**

Regular maintenance of installed equipment ensures that the consumer reaps the benefits of their comfort system for years to come. To that end, the program encourages dealers to use their best judgment when deciding whether to request reimbursement for certain items, since routine maintenance or parts replaced due to wear and tear are excluded from the coverage as specified by the extended warranty contract. If in doubt, the charges associated with preventative maintenance procedures should not be reported to the program for reimbursement, unless the part in question has indeed failed. To repeatedly submit reimbursement requests for activity that's truly considered to be preventative maintenance work can ultimately affect your assigned Dealer Performance Grade (DPG). If a broken part happens to be discovered during a routine maintenance

call, your claim should only reflect the actual time worked to perform the repair. Reimbursement for a diagnostic or travel charge should not be claimed under these circumstances.

### **General Information Regarding Invoices**

1. On Optional Extended Warranties, the Dealer may sign for the Equipment Owner in his/her absence. If the Dealer signs for the Equipment Owner please indicate that you have done so.
2. A Dealer can invoice the Extended Warranty Department using the following methods:
  - a. Completing Trane Optional Extended Warranty Invoice (Pub #26-1020) and using the applicable Servicer Guidelines. See Appendix viii for a sample invoice.
  - b. Completing the Dealer's standard invoice and using the appropriate Servicer Guidelines.
3. Send in copies of all invoices on parts purchased to repair the equipment that cost the Dealer in excess of \$100.00. Normally, the Extended Warranty Department will not require invoices on parts costing less than \$100.00 unless the Dealer's invoice shows that the part costs more than it should, and the Claims Specialist questions the correct purchase price. A Dealer should use only genuine Trane parts, or such parts as are approved by Trane. If you are paying more than \$2.00 per pound for R-22 or more than \$10.00 per pound for R-410, please provide an invoice showing your purchase price.
4. All invoices must be legible. If the Claims Specialist cannot read them they cannot pay them.
5. All invoices must be received by the Extended Warranty Department within sixty (60) days of repair. Failure to comply will be grounds to reject invoice.
6. Any invoice sent to the Extended Warranty Department with excessive charges will be reduced based on the appropriate Servicer Guidelines. Please note that the appropriate Servicer Guidelines show the maximum time allowed for specific repairs. If you include a service ticket which details that you used considerably less than the maximum time, but you are claiming the maximum time, your actual time may be used.
7. Adding refrigerant is not a covered repair under normal circumstances. A leak must be present in order for refrigerant to be required if the unit has been properly charged after installation. If the leak is repaired, then adding refrigerant is also covered.
8. Tax is reimbursed depending on state law. In many states, if the Optional Extended Warranty was taxed at time of sale, work performed under the Optional Extended Warranty is not subject to sales tax. Although we try to keep current on various tax laws pertaining to Optional Extended Warranties, there are times when states pass new laws of which we are not aware. We will not reimburse you for sales tax if we have copies of regulations from your state which indicate the work is tax exempt. If you feel this is in error because of legislative changes, please advise us. Also, tax paid on parts is not subject to the mark-up. We will reimburse you for the tax you paid on parts but you must claim it

as a separate item on your invoice (or on the space provided on the Optional Extended Warranty invoice). Whether you can claim the sales tax rate on the value of the parts before or after markup is also governed by your state law.

9. In performing service for an installation covered by an extended warranty, a dealer is expected to follow the reimbursement guidelines discussed in this handbook and in any other applicable Optional Extended Warranty Program publications. The Program consistently strives to provide dealers with fair and appropriate reimbursement for service work in accordance with our various guidelines and policies. However, dealers should be aware that under certain conditions, the reimbursement amount for a given repair may be adjusted from that which is requested in light of coverage guidelines or other circumstances that concern the reasonableness of reimbursement requested. In these cases, the Program does not allow any charges that were not reimbursed as requested to be billed to the equipment owner.

**10. ALL CLAIMS RELATED DECISIONS MADE BY AMERICAN STANDARD WARRANTY COMPANY ARE FINAL.**

All invoices should be sent to:

American Standard Warranty Company  
P.O. Box 9035  
Tyler, Texas 75711 – 9035

You may also submit your claims on Trane ComfortSite™ where available. Using Trane ComfortSite™ to submit claims typically results in much quicker payment as mail time to the Extended Warranty Department is eliminated.

### **Repair / Replace Policy**

Sometimes the cost of repair could exceed the cost of replacing the equipment, and may make it wise to replace the equipment. The decision to repair or replace is a decision made when a Dealer calls for an authorization number. At that time, a Claims Specialist will make the decision to offer the Equipment Owner the option. Under no circumstances should the Dealer make such an offer without approval from the Claims Specialist. As a general rule, the Claims Specialist will offer the Equipment Owner an amount equal to the cost of repair toward the price of a new Trane unit. If the cost of replacing the unit is less than the repair cost, the Dealer must replace the unit. If the cost of replacing the unit is more than the repair, the Dealer can offer the Equipment Owner the cost of the repair toward the purchase price of a new Trane unit. The difference between the replacement and the repair would be billed to the Equipment Owner. This may be a viable option depending on the age of the equipment and cost of the repair. The replacement unit, whether by Equipment Owner or Extended Warranty Department option, may carry the balance of the existing Optional Extended Warranty. To qualify for the balance of the Extended Warranty coverage the replacement unit must have a SEER that is appropriate for the existing warranty. The Equipment Owner may elect to purchase a new Optional Extended Warranty on the replaced equipment.

In the case where the repair costs are substantial and the Equipment Owner elects to have the equipment repaired rather than applying the repair costs to a replacement unit, the Dealer must have the Equipment Owner sign a Repair/Replace Option Statement (Appendix x) which indicates they have been offered the repair/replace option for the value of the repair and have elected to have the repair made. This prevents potential liability for the Dealer and American Standard Warranty Company.

### **Dirty Socks Syndrome**

Dirty Socks Syndrome is not considered a mechanical failure of an internal component. However, we recognize that Dealers are often burdened with most of the costs for this indoor air quality problem if the Equipment Owner has purchased an Optional Extended Warranty. **Beginning with units installed on or after May 1, 1998 and if, and only if, the Optional Extended Warranty is purchased at time of installation, and the Optional Extended Warranty Application is received and/or activated within 30 days of install date, we will cover the following related to Dirty Socks Syndrome assuming the coil or air handler otherwise is covered by the Optional Extended Warranty:**

- a. One cleaning with recommended solution. We will pay for the cost of the cleanser and two hours of labor at Dealer's registered rate. This will be paid only once during the first five years of coverage and will not be paid after the unit is five (5) years old.
- b. Up to 4.5 hours of labor at Dealer's registered labor rate for replacing the coil. This will be paid only once during the first five years of coverage and will not be paid after the unit is five (5) years old. Coil part and/or coating of coil are not covered by the Optional Extended Warranty.

### **Submitting False Claims**

Submitting false claims is not only dishonest, it is against the law. Any suspected fraudulent claim submitted to Trane will be investigated and appropriate action taken. Trane has several methods to audit claims. One of the best is our "Equipment Owner" letter (see Appendix xii) that is sent to each Equipment Owner when a claim is paid for repairs. This letter serves two purposes as follows:

1. It lets the Equipment Owner know the value of their Optional Extended Warranty.
2. It provides an audit on claims. Equipment Owners are also concerned about fraud.

### **Claims Rate Measurements (Dealer Performance Grade)**

#### **What is a Dealer Performance Grade (DPG)?**

The DPG is a metric calculated by the Optional Extended Warranty Program (program) that is used to evaluate the cumulative performance of a given dealership. Within the context of the program, a DPG indicates the relationship between actual claims paid and expected claims for the dealership in question. The DPG and any associated metrics should be considered useful tools for assisting dealerships in improving their performance wherever possible.

### What criteria are involved in calculating a DPG?

To evaluate dealership performance fairly and objectively, certain extended warranty activity is excluded in calculating the DPG for a dealership. As of 2003, the following items are not included in the DPG calculation:

- Any activity related to commercial extended warranty contracts
- Any service claims paid in coordination with service bulletins published by After Sales Support

In addition, a dealer must have at least fifty extended warranty contracts assigned in order to receive a DPG. Moreover, two grades are currently compiled for dealerships, which indicate dealer performance both with evaporator coil failures and without evaporator coil failures. With these assumptions, the ratio of actual claims to expected claims may then be determined, and associated with a corresponding letter grade as indicated by the matrix below:

<i>Ratio Minimum</i>	<i>Ratio Maximum</i>	<b><i>Letter Grade</i></b>
0.00%	59.99%	A
60.00%	89.99%	B
90.00%	129.99%	C
130.00%	249.99%	D
250.00%	399.99%	F
400.00%		S

As an example, if XYZ Heating has filed \$5000 in claims and our program expected \$7500 in claims, a grading ratio of  $(\$5,000 / \$7,500)$  66.67% would be assigned to XYZ Heating, indicating a "B" grade.

Dealerships with significant claim activity may have a potentially negative impact upon the program on a projected basis. As such, we utilize an additional letter grade of "P" that reflects our expectation that a particular dealership will expose our department to exceptional losses on a prospective basis, given the dealer's historical performance activity. As a rule of thumb, dealerships should strive to maintain a DPG of "C" or above.

### What kind of DPG information is available online?

Various sales and claim information is presented to dealers and distributors within ComfortSite™, including performance comparisons between the current period and the previous period, claim activity by fault type, and grading both with and without evaporator coil failures. Dealerships only have access to information concerning their performance alone, while distributors can access this information for all dealers that have ever purchased agreements in their territory.

Distributors have online access to two levels of dealer performance information in the Warranty Center of ComfortSite™. The first, distributor-intrinsic level presents DPG performance by dealer, only for agreements purchased through the territory in question. The program uses this method of performance classification in determining extended warranty prices for a given region, so that distributors are not held accountable for agreements purchased outside their territory. By navigating to the second level, or dealer-intrinsic level of performance, distributors can observe the all-inclusive DPG assigned to a particular dealer, which is considered in evaluating individual dealer performance. Only in a few cases will the

DPG for a dealer differ between these two performance levels, but distributors should still be mindful of this distinction.

### What is the implication of a particular DPG for a dealership or distributor?

All parties involved in the purchase, sale and service of an extended warranty contract are impacted by the implications of a given DPG.

For the dealer, the presence of a poor DPG subjects the dealer to corrective action by the program, and as subsequently addressed, indirectly determines the extended warranty price charged to a dealership. When it comes to the attention of the program that a reassignment of extended warranties is in order, the program makes all reasonable effort to first reassign the agreements in question to local dealerships that reflect an appropriate DPG.

For distributors, the collective DPG for a territory ultimately dictates their extended warranty pricing, which may be higher or lower than the national average program price, depending upon the DPG. The DPG information provided to distributors reflects all activity for agreements processed through their territory for a given dealership, and should be interpreted as an approximation of the intrinsic grade assigned to a dealer. Distributors are encouraged to regularly review DPG information for their territory, which may pinpoint both potential issues and exemplary dealer performance.

### How are expected claims calculated?

As previously highlighted, the actual claims for a dealership are compared with expected claims in calculating the appropriate DPG. Expected claims are derived from the price of the extended warranty, and are calculated in such a way that, on average, the program will expect to only breakeven after invoicing and administrative costs.

### As a dealer, how does the DPG account for service work performed by another servicer on a contract assigned to my dealership?

By virtue of the fact that a dealership is the assigned servicer of record for a particular extended warranty contract, any and all service work that is included in the DPG criteria referenced above is attributed to the assigned dealership of record. Consequently, if a third-party servicer performs work on an agreement presently assigned to XYZ Heating, for example, the related claim charges will only be associated with XYZ Heating's performance, and subsequent DPG. Therefore, dealerships should exercise caution in allowing other servicers to perform service work on assigned extended warranty contracts.

However, as of late 2003, servicer performance is only evaluated based upon the period of time during which a dealership is explicitly assigned to an agreement. As a result, if a dealership is appointed as the new servicer of record for an agreement previously assigned to another servicer, any previous claim activity on record will not be associated with the new dealer.

**My dealership is presently assigned a DPG of “F”. How realistic is the DPG evaluation process, and what steps can I take to improve my grade?**

Of the approximately 3,700 dealers in 2003 that were assigned a DPG, thirty-three percent (33%) of these dealers were assigned a grade of “A”, which is considered a superior mark. In contrast, just over five percent (5%) of all dealers earned a grade of “F”, “S”, or “P”. As a result, we feel that the DPG, while certainly not the only metric that the program has at its disposal, fairly reflects the cumulative performance of activity assigned to a given dealer.

Only the dealership can best ascertain which factors contribute to an assigned, unfavorable DPG. A review of internal policies, technician training, and installation procedures are just a select few of the many opportunities that may indicate areas for performance improvement. The Terms and Conditions listed on the back of both hardcopy extended warranty applications and original contract documents, and the Optional Extended Warranty Handbook provide additional information concerning those repairs that should not be filed under an extended warranty. The relevant distributor may be better prepared to address the nature of your particular business operation and offer suggestions for enhanced performance. In addition, the program can provide information upon request, for the purpose of offering insight into a dealership’s performance activity.

## **Trane ComfortSite™ Guide**

The following is not intended to replace the Trane ComfortSite™ User Manual and only addresses the Optional Extended Warranty portion of the site.

Trane ComfortSite™ (comfortsite.com) is a web based application which allows Dealers to access via the Internet many activities that were done manually by mail or phone. Not all independent distributors are interfacing with Trane ComfortSite™ at this time so please check with your local Trane sales representative for availability. Trane ComfortSite™ requires Explorer version 5.5, Service Pack 2 or AOL version 6.0; however, Netscape cannot be used.

### **Brief Overview of each Functional Button in Warranty Center and Helpful Hints**

**Warranty Status** - This allows you to search for and retrieve information where an active Optional Extended Warranty Agreement is in effect. You can search by model/serial number, Agreement Number or by location address. If you have the model/serial number or Agreement Number, you can see the Agreement details even if you are not the assigned Dealer. The assumption is that if you have that information, you have been on the job site and are entitled to see the Agreement details. The search by address returns only Agreements where you are listed as the Assigned Dealer. [Hint: If you want all of the Agreements assigned to you, leave the address section blank and press the “Next” button below the address section. If you want to limit the search to a particular street, town or zip code, you can enter partial information in any field and will return anything that matches any portion of the information you entered.]

**Submit Service Claim** - This allows you to invoice Trane for work performed on equipment covered by an Optional Extended Warranty Agreement. You will need the Agreement number. If you have the Authorization Number, you can also provide that in the blank provided. [Hint: If you do not have an Authorization Number, enter the Agreement Number and press the “Next” button after the Agreement Number (not the one after the Authorization Number).] The next screen displays some key information you should verify before entering the claim information, including your name and address as well as the customer’s name, address, Warranty Model and Labor Option. Verify all of this information before proceeding. If no labor rate is in the file for the servicer, the user has the ability to register a new labor rate electronically, pending approval by Extended Warranty. If the registered labor rate is effective prior to January 1 of the current year, the user can designate a new labor rate if so desired.

In addition to entering a brief description of the Work Performed and the Service Date, you also must select the equipment that was serviced. It is important that the correct equipment is selected since we analyze warranty claims by equipment serviced. You are then prompted to enter applicable Labor, Refrigerant, Parts, Recovery, Travel, Other and Tax.

If the Agreement does not cover Labor or if the Dealer is still responsible for Labor, no Labor fields are displayed. If the Agreement does not cover Parts or if the Parts are still covered by the Limited Warranty or are under Limited Warranty but not eligible for any mark-up, the Parts section will not be displayed. [Hint: If you enter a generic part number and the part is not found in our Parts Table, you will be prompted for a description of the part. If you enter an Trane part number and a description is not found, you probably have not entered a complete part number. Most Trane Part Numbers consist of three letters and 5 numbers. Older part numbers that were three letters and four numbers have a “0” after the first three letters. Try entering the part number with the “0”, for example IGN0054 may need to be entered as IGN00054.]

Please verify that the Labor Rate shown in the Labor section is correct. If not, call 800-554-6413 to have it reviewed. Enter the applicable Diagnostic time in the Labor Section. [Hint: For any field with an “Add/Delete” button next to it, please execute the “Add” before using the “Next” button to advance to the next screen.] If you are a Dealer who has registered as “Flat Rate”, no travel section will be displayed as Travel time is not allowed. If you enter anything in the “Other” section, please give a brief description. Once all applicable fields have been completed, you will have a chance to review the final claim before pressing “Submit”. [Hint: To change any information before submitting, use the “fback” button at the bottom of the screen instead of using your Browser’s Back button at the top of the screen. This will more accurately retain all the information.] Once submitted, you may wish to print a copy of the screen to save for your records.

After you have submitted the claim and received a Confirmation Number, you cannot modify the information.

Please call 800-554-6413 if you need to change any information on a claim. The claim is immediately available for Extended Warranty review and processing. This means your claim is processed the same or next business day and you will receive your payment much faster than if mailed to the Trane Extended Warranty Department.

**Service Claim Status** - This allows you to see the status of a claim that has been processed by the Extended Warranty Department. A claim that has been entered on Trane ComfortSite™ but not processed by the Extended Warranty Department will not appear in the list. You can enter a date range for display (date based on when the Extended Warranty Department processed the claim, not service date). Once the list is displayed, you can sort it by any of the title fields on the list and display the details of the claim.

**Order Extended Warranty** - You can order an Optional Extended Warranty and select the Warranty Model Number one of three ways:

1. You know the TAYWAR number. [Hint: Do not enter the "X" if you want Labor Option 3. You will select the Labor Option on the next screen.]
2. Use the Configurator to select Tonnage (1-25), Product Application (Res./Com.), Equipment Covered (System, Unit, Compressor, Heat Exchanger), Type of Coverage (Parts Only, Labor Only, Both Parts and Labor), Years of Coverage (1-20). Once you have selected each component, all TAYWAR's matching your selection will be returned in a list. Not all combinations are available so you may have no matches depending on the selection criteria. [Hint: Use Unit for any stand-alone Furnace, Air Handler, Condensing Unit, Accessory]
3. For renewals, enter the expiring Agreement Number. The warranty models that are valid for renewing that particular Agreement are displayed.

The screen displayed after using any of the above options is where you select the desired TAYWAR number and Labor Option before going to the next screen. The remaining screens request the same information you normally supply on a paper application. The Promotion Stamp Number is an optional field. Your distributor will instruct you as to whether or not you will complete this field and the valid Promotion Stamp Numbers. For equipment model numbers, do not enter the Product Service Digit. You only need to enter 11 digits of most model numbers. New outdoor products will be a longer model number and you will enter 14 digits of that model number. If you enter a model number that is not found in the Model Master, you will be prompted for a description. [Hint: Be sure to press "Add" after each and every model number you enter. Many times, Dealers do not press "Add" after the last model number, thereby omitting it from the application.] Data validation on ComfortSite™ includes the assurance that equipment models provided are covered by the selected warranty and that serial numbers entered are unique. If either of these validations indicates a problem, the item will be displayed in red.

When entering the Equipment Owner information, you can easily copy the Location information, if it is the same, by clicking on the box "Check if same as above". You must also click the box "Check to display your Dealer Information"

before submitting the application. What is displayed in the information that the Extended Warranty Department has on file. If this information is not correct, please call 800-554-6413 for review. Any changes you make on the screen will not be electronically submitted to the Extended Warranty Department.

**Extended Warranty Order Status** - Any Optional Extended Warranty application originally submitted on Trane ComfortSite™ that the Trane Extended Warranty Department (or your distributor) has not processed, or has sent back to you for review can be viewed by selecting that button. The Confirmation Number, Owner's First and Last Name, Dealer's Name and Review Status are displayed for all warranty orders which pending. Any in the status "Order Requires Review by Dealer" need your attention. Users have the ability to add and delete equipment using the ADD and DELETE buttons within the details screen. This represents a major improvement that has been implemented to make the applicant process even easier. The information in Review Remarks History contains comments concerning the application. You can make the changes requested, type information in the "Review Remarks" or update the Review Status as appropriate (you can even delete the application) and press Submit. *Be sure that once your changes are made, you update the status and press Submit as it cannot be processed by the Trane Extended Warranty Department (or your distributor) if it remains in the "Order Requires Review by Dealer" status.*

**Dealer Performance Grade (DPG)** - This section allows you to review your assigned DPG, updated on a monthly basis. Within this performance reporting, you have the ability to view summarized life-to-date (LTD) sales and claims information, performance by contract, and claim activity by component category. Dealerships are encouraged to review this performance information on a regular basis.

**Documents** - Another new feature for the Warranty Center, the Documents section allows you to view and print various items administered by the department, including registration forms and Frequently Asked Questions (FAQs) about selected topics. New documentation will be posted to this section as necessary, so be sure to browse this area often.